

TRANSMITTAL AND NOTICE OF APPROVAL OF STATE PLAN MATERIAL

FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 2 - 0 2 2

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)

4. PROPOSED EFFECTIVE DATE

July 1, 2002

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN

☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN

☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 02 \$ 7
b. FFY 03 \$ 20

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 12 to Attachment 4.16-A, pages 1-8

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable):

Supplement 12 to Attachment 4.16-A,
pages 1-9

Iowa (02-022)
Approved: 12/16/02
Effective: 07/01/02

10. SUBJECT OF AMENDMENT:

Renewal of the cooperative agreement with the Iowa Department of Public Health for enhanced obstetric discharge planning.

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT

☐ OTHER, AS SPECIFIED:

☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED

☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

12. SIGNATURE OF STATE AGENCY OFFICIAL:

[Signature]

16. RETURN TO:

14. TITLE:

15. DATE SUBMITTED:

9-11-02

FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED:

09/17/02

18. DATE APPROVED:

DEC 16 2002

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 01 2002

20. SIGNATURE OF REGIONAL OFFICIAL:

[Signature]

21. TYPED NAME:

Thomas W. Lenz

22. TITLE:

ARA for Medicaid & Children's Health

23. REMARKS:

CC:
Rasmussen
Anderson
CO
DSG/DIATA

SPA Control
Date Submitted 09/11/02
Date Received 09/17/02

INTERAGENCY AGREEMENT

BETWEEN THE

IOWA DEPARTMENT OF HUMAN SERVICES

AND

IOWA DEPARTMENT OF PUBLIC HEALTH

FAMILY AND COMMUNITY HEALTH DIVISION

July 1, 2002

through

June 30, 2003

TN No. MS-02-22
Supersedes TN No. MS-01-26

Approval Date DEC 16 2002
Effective Date JUL 01 2002

IOWA DEPARTMENT OF HUMAN SERVICES
and
IOWA DEPARTMENT OF PUBLIC HEALTH
Community Health Division

This Agreement is entered into this first day of July 2002 by and between the Iowa Department of Human Services and the Iowa Department of Public Health, Division of Community Health, Bureau of Family Health.

Duration of the Contract

The period of the Agreement shall be from July 1, 2002 to June 30, 2003.

Statement of Purpose:

To develop an enhanced obstetric discharging planning service for women delivering in hospitals in Iowa [hereafter referred to as the Iowa Review of Family Assets (IRFA)] and whose care is provided through the State's Medicaid Program in order to:

1. Develop the capacity of hospitals that provide maternity services to assure that mothers and children receive essential, individualized information and services prior to hospital discharge.
2. Assess the need of mothers and their families for community-based family support services.
3. Provide women and children during the postpartum period with ready access to community-based resources to enhance their health and well being.
4. Provide women and children during the postpartum period with ready access to community-based resources that can assist them achieve or maintain economic self-sufficiency.
5. Facilitate continuity of postnatal care for mothers and children including identification of a medical home for continuing health care.
6. Develop and maintain capacity of local hospitals to provide information and care
7. Strengthen the ability of local communities to assess the need for services to new families and to provide needed services to promote and maintain their health and well being.

The Iowa Department of Public Health agrees to (FY03):

1. Develop a hospital-based process for administering the IRFA system and training staff in its use as part of routine obstetric discharge assessment.
2. Pilot test the electronic data base in select hospitals, for matching and connecting women and children who need and desire services with local service providers.
3. Offer the electronic data base to 80% of level 2 and level 3 hospitals.
4. At least 50% of the hospitals acceptance the project will complete implementation activities by June 30, 2003.
5. Conduct an evaluation of how effective the system is in identifying families who may benefit from learning about programs and linking them to those programs, e.g. Medicaid, Early Access.

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6. Modify the system based on the evaluation results and suggestions from hospital staff and IRFA participants.
7. Analyze aggregated data from the system reports and pass the findings on to hospitals and communities.
8. Translate the survey and community resource listing into Spanish.
9. Educate hospital executives, staff, and public media about the project.
10. Display project information at seminars and conferences.
11. Expand the existing database of community-based resources and services that address family needs to include targeted Iowa counties.
12. Establish mechanisms to assure broad access to community resource information, and develop a way to maintain and regularly update it by assisting Iowa AIRS (Alliance of Information and Referral Systems) in this endeavor.

Budget

	Total	IDPH State Match	Federal
Community Health Consultant (.75 FTE)	42,900	21,450	21,450
Management Analyst (1.0 FTE)	38,557	19,278.50	19,278.50
Project Intern	11,000	5500	5500
Software Updates & System Maintenance	8000	4000	4000
Resource Inventory/Database	5000	2500	2500
Evaluation Consultation	19,259	9629.50	9629.50
Translation	2500	1250	1250
Travel	5000	2500	2500
Printing, Supplies, Postage	8000	4000	4000
TOTAL	\$140,216	\$70,108	\$70,108
Medicaid % of Population—38.7 %			
TOTAL	\$54,263.60	\$27,131.80	\$27,131.80

Compensation

The IDPH will be paid quarterly for the services described in this agreement a fee not to exceed \$27,131.80 (federal match) for the Agreement period. This shall be the total compensation paid to the IDPH. The IDPH shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement. The IDPH will, however, be reimbursed, at the rates authorized by the Department of Revenue and Finance, for authorized expenses incurred in the course of traveling authorized by, and on behalf of the State as identified in the budget above. Individual line items identified in the proposed budget may be exceeded provided the total amount is not exceeded. Performance measures are contingent on IDPH maintaining the level of staffing identified in the budget above.

The IDPH shall submit a quarterly invoice to the Department for goods and services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State

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may pay in less than 60 days, as provided in Iowa Code Section 421.40. Claims must be submitted on a quarterly basis to:

Sally Nadolsky
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319

The Department of Human Services agrees:

1. To participate in the planning and oversight of the Iowa Review of Family Assets program.
2. To engage participating hospitals through Medicaid contracts which support the implementation of the Iowa Review of Family Assets.
3. To support the integration of the Iowa Review of Family Assets into IowaAccess.

General Provisions:

This agreement may be amended or modified at any time by written mutual agreement between DHS and IDPH.

1. Either party may terminate this agreement with written notice of intent to terminate sixty days (60) in advance of desired termination date. In the event of such termination, IDPH shall be reimbursed by DHS only for costs incurred or encumbered prior to the termination date.
2. In the event of unlawful, unauthorized or excess expenditures incurred by IDPH in the performance of this agreement, DHS will terminate the agreement if necessary and IDPH will be liable for these expenditures. DHS shall provide written notice to the IDPH requesting that the disallowed expenditure be remedied immediately.
3. The performance of DHS of any of its obligations under the contract shall be subject to and contingent upon the availability of federal and state funds. If at any time DHS deems that funds lawfully applicable to this agreement shall not be available at any time during the agreement term, DHS may issue a termination notice to IDPH at least 90 days prior to the effective date that funds to continue this agreement will no longer be available. The obligations of the parties hereto shall end as of the date specified in the termination notice, and the agreement will be considered canceled.

Federal Audit

IDPH will, upon request, assist DHS in responding to any audit exception from the Centers for Medicare and Medicaid (formerly HCFA). If any amount is disallowed by CMS due to the fault of IDPH, the amount disallowed will be borne by IDPH, and refunded to DHS promptly upon due notification.

Confidentiality

DHS and the IDPH shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and the IDPH also agree to obtain written consent from the client, provider and/or authorized

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representative, for the release of information to any individual or entity not associated with the administration of the program.

Restriction on Use of Funds

No federal appropriated funds have been paid or will be paid on behalf of the Department or the IDPH to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

Intellectual Property

All information, reports, studies, object or source codes, flow charts, diagrams, and other material of any nature whatsoever produced by or as a result of any of the Contract services, and all copies of any of the foregoing, shall be the sole and exclusive property of the IDPH. The contractor shall make an exclusive, perpetual, royalty-free assignment of all copy rights in such materials to the IDPH in which the IDPH reserves a right to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, such software, modifications, and documentation.

Proprietary Rights

The state of Iowa and the IDPH shall retain all ownership rights to the systems developed or installed under this agreement. The contractor shall transfer to the IDPH all ownership rights in the complete system. The contractor will convey to the IDPH copies of system documentation, operating instructions and procedures, and all data processing programs or portions thereof, to the extent that such programs are requested by the IDPH and are developed by the employees of a contractor and any subcontractor as part of the contract.

Contact Persons

The contact person for this agreement will be Sally Nadolsky of the Bureau of Long Term Care and M. Jane Borst, IDPH Bureau of Family Health /MCH.

Agreement Administration

A. Compliance with Equal Employment and Affirmative Action Practices

The IDPH shall comply with all provisions of federal state, and local laws, rules, and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. This includes but is not limited to Equal Employment Opportunity provision,

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Occupational Health and Safety Act, Affirmative Action, Rehabilitation Act of 1973, and civil rights rules and regulations. The IDPH, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The IDPH shall insure that its employees, agents and subcontractors comply with the provisions of this clause.

- B. Compliance with Laws and Regulations.** The IDPH, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The IDPH, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- C. Solicitation.** The IDPH warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- D. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- E. Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- F. Confidentiality.** Both parties shall comply with all applicable federal and state laws and regulations regarding maintaining the confidentiality of all client records, and the information contained therein. DHS and IDPH also agree to obtain written consent from the client, provider and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.
- G. Lobbying.** No federal appropriated funds have been paid or will be paid on behalf of the Agreement to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

- H. Records Retention and Access.** The IDPH shall maintain, records, and documents which sufficiently and properly document and explain all charges billed to the DHS throughout the term of this Agreement for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records.

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- I. Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- J. Supersedes Former Agreements or Agreements.** This Agreement supersedes all prior Agreements or Agreements between the DHS and the IDPH for services and products provided in connection with this Agreement.
- K. Executive Order Compliance.** The contractor must comply with all provisions of Executive Order #1 1246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- L. Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- M. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the DHS and the IDPH, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- N. Obligations Beyond Agreement Term.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the DHS and the IDPH incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.
- O. Notices.** Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:
- P. Health Insurance Portability and Accountability Act of 1996.** The IDPH shall comply with the security of medical data provisions of the Health Insurance Portability and

regulations are published in the Federal Register, Volume 63, pages 43242 through 43280 dated August 12, 1998. The final regulations will be codified at 45 CFR Part 142.

The IDPH shall comply with the privacy of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the final regulations published in the Federal Register, Volume 65, pages 82462 through 82829, dated December 28, 2000. The final regulations will be codified at 45 CFR Parts 160 and 164.

The IDPH shall comply with the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the final regulations published in the Federal Register, Volume 65, pages 50312 through 50371, dated August 17, 2000, including the use of standard transactions in any electronic transactions performed. The final regulations will be codified at 45 CFR Part 160 and 162.

Prior to the time that the DHS implements HIPAA, the parties agree that a Business Associate Contract and/or a Trading Partner Agreement may be necessary under the terms of

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HIPAA and agree to either execute a separate contract(s) regarding those terms or an addendum(s) to this Contract.

Q. Tobacco Smoke

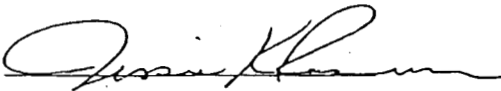
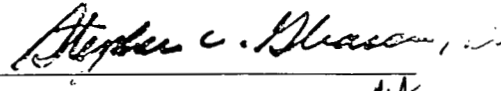
Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity

EXECUTION

In witness whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Jessie K. Rasmussen
Director
For and on Behalf of the
**Iowa Department of
Human Services**

Stephen C. Gleason, D.O.
Director
For and on Behalf of the
**Iowa Department of
Public Health**

By:  By:  *MA*

Date: 8-7-02

Date: 8-26-02

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